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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

JON PAUL SIMS, MICHAEL B.  
BAGLEY, and JEFFERY A.  
PFEIFFER, each individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

METROPOLITAN LIFE INSURANCE  
COMPANY AND DOES 1 THROUGH  
100, inclusive,

Defendant.

Case No. 05 CV 2980 (TEH)

**~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF  
SETTLEMENT**

The Honorable Thelton E. Henderson

Date: June 4, 2007

Time: 10:00 a.m.

1           The joint motion of the Settling Parties for an order preliminarily approving a  
2 settlement class action came on for hearing on June 4, 2007. Following the hearing the  
3 parties revised, and refiled, the Stipulation and Agreement of Settlement and Class  
4 Notice Documents. The Court has considered the revised Stipulation and Agreement of  
5 Settlement (the "Settlement Agreement") (and its exhibits), the submissions of counsel,  
6 and all other papers filed in this action. The matter having been submitted and good  
7 cause appearing therefore:  
8

9           The Court finds as follows:

10           1. All defined terms contained herein shall have the same meanings as set  
11 forth in the revised Settlement Agreement executed by the Settling Parties and filed with  
12 this Court).

13           2. The Class Representatives and MetLife, through their counsel of record in  
14 the Litigation, have reached an agreement to settle all claims in the Litigation.  
15

16           3. The Court conditionally finds that, for the purposes of approving this  
17 settlement only and for no other purpose and with no other effect on the Litigation,  
18 including no effect on the Litigation should the Settlement Agreement not ultimately be  
19 approved or should the Effective Date not occur, the proposed Settlement Class meets  
20 each of the requirements for certification under Rule 23 of the Federal Rules of Civil  
21 Procedure. This certification for settlement purposes shall not be construed to be an  
22 admission or determination as to the certifiability of any class for any other purpose, in  
23 this Litigation or otherwise.  
24

25           4. The Settlement Agreement is within the range of reasonableness and  
26 meets the requirements for preliminary approval.  
27  
28

1           5.       The moving parties have also presented to the Court for review a plan to  
2 provide notice to the proposed Settlement Class of the terms of the settlement and the  
3 options facing the Settlement Class. The notice will be mailed to all Settlement Class  
4 Members at their Last Known Addresses. The notice plan proposed by the Settling  
5 Parties is the best practical under the circumstances.  
6

7           Good cause appearing therefore, IT IS HEREBY ORDERED that:

8           1.       The Settlement Agreement is preliminary approved and the Settlement  
9 Class is conditionally certified for settlement purposes only;

10          2.       Notice of the proposed settlement shall be given by mailing the "Notice to  
11 Settlement Class Members Re: Settlement of Action" by first class, postage prepaid, to  
12 all Settlement Class Members pursuant to the applicable provisions in the Settlement  
13 Agreement. MetLife shall provide the Claims Administrator with the information  
14 necessary to conduct this mailing as set forth in the Settlement Agreement.  
15

16          3.       A hearing shall be held before this Court on October 29, 2007, at 10:00  
17 a.m. to consider whether the settlement should be given final approval by the Court:

18               (a)     Written objections by Settlement Class Members to the proposed  
19 settlement will be considered if received by the Court, on or before the Notice Response  
20 Deadline;  
21

22               (b)     At the Settlement Hearing, Settlement Class Members may be  
23 heard orally in support of the settlement, or in opposition to the settlement, provided they  
24 submitted a timely written objection in advance;

25               (c)     Class Counsel and counsel for MetLife should be prepared at the  
26 hearing to respond to objections filed by Settlement Class Members and to provide other  
27  
28

1 information as appropriate, bearing on whether or not the settlement should be  
2 approved; and

3 4. In the event that the Effective Date occurs, all Settlement Class Members  
4 will be deemed to have forever released and discharged the Released Claims. In the  
5 event that the Effective Date does not occur for any reason whatsoever, the Settlement  
6 Agreement shall be deemed null and void and shall have no effect whatsoever.  
7

8 IT IS SO ORDERED.

9  
10 Dated: 06/11/07

